

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
NORFOLK DIVISION

WAYNE B. LYNCH, Administrator of the  
Estate of DONOVON W. LYNCH,  
Deceased

Plaintiff,

v.

SOLOMON D. SIMMONS, III

and

CITY OF VIRGINIA BEACH

Defendants.

Civil Action No. 2:21-cv-341

**Memorandum of Understanding**

1. **Release of all claims against the City of Virginia Beach and Officer Solomon Simmons:** The Plaintiff will execute a full release of all claims now pending and/or otherwise available relating to the events of March 26, 2021 and death of Mr. Donovan Lynch as to the City, Solomon D. Simmons, III, and States Insurance.
2. **Payment of Settlement Sum:** As bargained for consideration of the Release of Claims and prejudicial dismissal of the lawsuit, the City and its insurer, States Insurance, will pay the Estate of Donovan Lynch the total sum of \$3,000,000.00 and Defendants will bear the full costs of mediation.
3. **Memorialization:** This agreement will be further memorialized in a written settlement agreement between the parties.
4. **No Admission of Liability:** By entering into the settlement agreement, the City and Officer Solomon Simmons do not admit or agree that either has violated the law and, even upon execution of a formal settlement agreement, will maintain their position that this matter has been settled as a compromise and should not be construed as an admission of liability.

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SUBJECT TO FED. R. EVID. 408**

5. **Payment of Fees and Costs:** All parties shall be responsible for payment of their own costs and their own attorney's fees. Plaintiff understands that any liens on the settlement proceeds are his responsibility and expressly are not the responsibility of the City, Officer Solomon Simmons, III, or States Insurance.
6. **Preparation of a Joint Public Statement.** The Parties agree to engage in good-faith efforts to prepare a joint statement announcing the terms of this settlement to the public.
7. **Non-disparagement of the Parties.** The Parties agree that they will not disparage or otherwise criticize the actions of the other, orally or in writing, to any person.
8. **Effectuating the Agreement:** Within seven (7) business days following approval by the City Council, the parties will execute a settlement agreement and all further documentation necessary to effectuate the terms of this agreement.
  - a. The Parties shall file a notice of settlement with the Court by December 20, 2022.
  - b. Plaintiffs shall file a notice of dismissal with the Court. Pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994), the notice of dismissal shall explicitly reserve jurisdiction in this Court to enforce the terms of the agreement to settle this case.
  - c. The Parties agree to work together and use best efforts to obtain Court approval of the settlement and distribution of the settlement funds.
9. **Dispute Resolution:** Any disputes arising under this agreement shall be submitted to U.S. Magistrate Judge Robert J. Krask for binding resolution, with the prevailing party awarded its costs to include reasonable attorneys' fees.
10. **Intent of the Parties.** By the endorsements below, it is the intent of all Parties to be bound by the terms of this agreement. Plaintiff agrees to be bound by the terms of this Memorandum of Understanding and the City, upon formal approval of City Council, agrees to also be bound by these terms.

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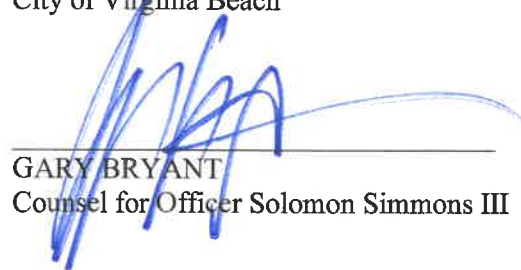
WAYNE B. LYNCH  
Administrator of the Estate of Donovan Lynch



MARK D. STILES  
City Attorney  
City of Virginia Beach



JUSTIN FAIRFAX  
Counsel for the Estate of Donovan Lynch



GARY BRYANT  
Counsel for Officer Solomon Simmons III



DAVID CORRIGAN  
Counsel for States Insurance